

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

BANK OF AMERICA, NATIONAL
ASSOCIATION, AS SUCCESSOR BY
MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE REGISTERED
HOLDERS OF MORGAN STANLEY
CAPITAL I INC., COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-IQ16
c/o C-III Asset Management LLC
5221 N. O'Connor Boulevard, Suite 600
Irving, TX 75039

Plaintiff,

v.

No.

RICHARD LEO BIZAL
27 Hillsdale Drive
Newport Beach, California 92660

and

LORRAINE LORBER BIZAL
27 Hillsdale Drive
Newport Beach, California 92660

and

DORCAS CHIN
1106 Trenton Avenue
Point Pleasant, New Jersey 08742

and

SHERRILL BETH ADEM
4915 Alta Canada Road
La Canada, California 91011

and

JOHN ADEM
4915 Alta Canada Road

La Canada, California 91011

and

GRAZIELLA V. ALMANZA
1036 Granada Avenue
San Marino, California 91108

and

GARY ROBERT BAKER
1424 Lincoln Boulevard
Santa Monica, California 90401

and

JUDITH R. BARRINGER
2243 Fillmore Street, PMB 240
San Francisco, California 94115

and

RACHEL L. CHIN
41 Nevada Street
San Francisco, California 94110

and

KATHRYN L. DYDO
7007 Golden Vale Drive
Riverside, California 92506

and

RICHARD ELRAUCH
363 Ocean Parkway, Apartment C-5
Brooklyn, New York 11218

and

GARY A. FOURER
421 N. Las Flores Drive
Nipomo, California 93444

and

BARBARA HABERMAN
3730 Westfall Drive
Encino, California 91436

and

STANLEY E. HABERMAN
3730 Westfall Drive
Encino, California 91436

and

CHEUK S. KWAN
3004 Cottonwood Court
Fullerton, California 92835

and

MARGARET C. LANGE
421 N. Las Flores Drive
Nipomo, California 93444

and

NELSON N. LEE
9152 Arcadia Avenue
San Gabriel, California 91775

and

GARY T. MALLOY
33 Glen Hills Drive
Cranston, Rhode Island 02920

and

LAURIE ANN MANNETA-PEUGH
8661 Pigeon Pass Road
Moreno Valley, California 92557

and

JEFFREY ALLEN McHONE
5020 Shorecrest Circle

Tampa, Florida 33609

and

JOHN THOMAS PERKINS
3913 Snapper Pointe Drive
Tampa, Florida 33611

and

SHERMAN EDWIN PEUGH
8661 Pigeon Pass Road
Moreno Valley, California 92557

and

EILEEN ROBERTA SMITH
6545 CR 110
Salida, Colorado 81201

and

STEPHEN E. SOUZA
915 Hathaway Road, Suite 406
New Bedford, Massachusetts 02740

and

THOMAS D. UZELAC
3348 Buckboard Drive
Park City, Utah 84098

and

RAYMOND O. VINCENTI
119 Via Lido Soud
Newport Beach, California 92663

and

ANDREW KRAUS
100 State Street, Suite 10
Boston, Massachusetts 02109

and

JEFF CORWIN
35 Crooked Hill Road, Suite 202
Comack, New York 11725

and

CARLTON P. CABOT
55 Fifth Avenue, 13th Floor
New York, New York 10003

and

CABOT ASHTABULA 1 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 2 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 3 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 4 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 5 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 6 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 7 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 8 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 9 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 10 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 11 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 12 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 13 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 14 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 15 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 16 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 17 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :
New York, New York 10003 :

and :

CABOT ASHTABULA 18 LLC :
c/o Cabot Investment Properties, LLC :
55 Fifth Avenue :

New York, New York 10003

and

CABOT ASHTABULA 19 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 20 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 21 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 22 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 23 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 24 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 25 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 26 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 27 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 28 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 29 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA 30 LLC
c/o Cabot Investment Properties, LLC
55 Fifth Avenue
New York, New York 10003

and

CABOT ASHTABULA LEASECO LLC
c/o Cabot Investment Properties, LLC

55 Fifth Avenue :
New York, New York 10003 :
 :
Defendants. :

COMPLAINT

1. Plaintiff Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-IQ16 (“Plaintiff”), acting by and through C-III Asset Management LLC, f/k/a Centerline Servicing Inc., its special servicer and attorney-in-fact, is the trustee of a REMIC trust. Plaintiff is a national banking association organized under the National Bank Act, which exists under the authority of the Office of the Comptroller of the Currency, and is deemed to be a citizen of the State of North Carolina with its principal place of business at 101 N. Tryon Street, Charlotte, NC 28246.

2. Plaintiff is the holder of the Mortgage at issue herein as the successor by assignment from Royal Bank of Canada (“Original Lender”).

3. Defendant Richard Leo Bizal is an individual with the address 27 Hillsdale Drive, Newport Beach, California 92660. Upon information and belief, Richard Leo Bizal is not a citizen of the State of North Carolina.

4. Defendant Lorraine Lorber Bizal is an individual with the address 27 Hillsdale Drive, Newport Beach, California 92660. Upon information and belief, Lorraine Lorber Bizal is not a citizen of the State of North Carolina.

5. Defendant Dorcas Chin is an individual with the address 1106 Trenton Avenue, Point Pleasant, New Jersey 08742. Upon information and belief, Dorcas Chin is not a citizen of the State of North Carolina.

6. Defendant Sherrill Beth Adem is an individual with the address 4915 Alta Canada Road, La Canada, California 91011. Upon information and belief, Sherrill Beth Adem is not a citizen of the State of North Carolina.

7. Defendant John Adem is an individual with the address 4915 Alta Canada Road, La Canada, California 91011. Upon information and belief, John Adem is not a citizen of the State of North Carolina.

8. Defendant Graziella V. Almanza is an individual with the address 1036 Granada Avenue, San Marino, California 91108. Upon information and belief, Graziella V. Almanza is not a citizen of the State of North Carolina.

9. Defendant Gary Robert Baker is an individual with the address 1424 Lincoln Boulevard, Santa Monica, California 90401. Upon information and belief, Gary Robert Baker is not a citizen of the State of North Carolina.

10. Defendant Judith R. Barringer is an individual with the address 2243 Fillmore Street, PMB 240, San Francisco, California 94115. Upon information and belief, Judith R. Barringer is not a citizen of the State of North Carolina.

11. Defendant Rachel L. Chin is an individual with the address 41 Nevada Street, San Francisco, California 94110. Upon information and belief, Rachel L. Chin is not a citizen of the State of North Carolina.

12. Defendant Kathryn L. Dydo is an individual with the address of 7007 Golden Vale Drive, Riverside, California 92506. Upon information and belief, Kathryn L. Dydo is not a citizen of the State of North Carolina.

13. Defendant Richard Elrauch is an individual with the address 363 Ocean Parkway, Apartment C-5, Brooklyn, New York 11218. Upon information and belief, Richard Elrauch is not a citizen of the State of North Carolina.

14. Defendant Gary A. Fourer is an individual with the address 421 N. Las Flores Drive, Nipomo, California 93444. Upon information and belief, Gary A. Fourer is not a citizen of the State of North Carolina.

15. Defendant Barbara Haberman is an individual with the address 3730 Westfall Drive, Encino, California 91436. Upon information and belief, Barbara Haberman is not a citizen of the State of North Carolina.

16. Defendant Stanley E. Haberman is an individual with the address 3730 Westfall Drive, Encino, California 91436. Upon information and belief, Stanley E. Haberman is not a citizen of the State of North Carolina.

17. Defendant Cheuk S. Kwan is an individual with the address 3004 Cottonwood Court, Fullerton, California 92835. Upon information and belief, Cheuk S. Kwan is not a citizen of the State of North Carolina.

18. Defendant Margaret C. Lange is an individual with the address 421 N. Las Flores Drive, Nipomo, California 93444. Upon information and belief, Margaret C. Lange is not a citizen of the State of North Carolina.

19. Defendant Nelson N. Lee is an individual with the address 9152 Arcadia Avenue, San Gabriel, California 91775. Upon information and belief, Nelson N. Lee is not a citizen of the State of North Carolina.

20. Defendant Gary T. Malloy is an individual with the address 33 Glen Hills Drive, Cranston, Rhode Island 02920. Upon information and belief, Gary T. Malloy is not a citizen of the State of North Carolina.

21. Defendant Laurie Ann Manneta-Peugh is an individual with the address 8661 Pigeon Pass Road, Moreno Valley, California 92557. Upon information and belief, Laurie Ann Manneta Pugh is not a citizen of the State of North Carolina.

22. Defendant Jeffrey Allen McHone is an individual with the address 5020 Shorecrest Circle, Tampa, FL 33609. Upon information and belief, Jeffrey Allen McHone is not a citizen of the State of North Carolina.

23. Defendant John Thomas Perkins is an individual with the address 3913 Snapper Pointe Drive, Tampa, FL 33611. Upon information and belief, John Thomas Perkins is not a citizen of the State of North Carolina.

24. Defendant Sherman Edwin Peugh is an individual with the address 8661 Pigeon Pass Road, Moreno Valley, California 92557. Upon information and belief, Sherman Edwin Peugh is not a citizen of the State of North Carolina.

25. Defendant Eileen Roberta Smith is an individual with the address 6545 CR 110, Salida, Colorado 81201. Upon information and belief, Eileen Roberta Smith is not a citizen of the State of North Carolina.

26. Defendant Stephen E. Souza is an individual with the address 915 Hathaway Road, Suite 406, New Bedford, Massachusetts 02740. Upon information and belief, Stephen E. Souza is not a citizen of the State of North Carolina.

27. Defendant Thomas D. Uzelac is an individual with the address 3348 Buckboard Drive, Park City, Utah 84098. Upon information and belief, Thomas D. Uzelac is not a citizen of the State of North Carolina.

28. Defendant Raymond O. Vincenti is an individual with the address 119 Via Lido Soud, Newport Beach, California 92663. Upon information and belief, Raymond O. Vincenti is not a citizen of the State of North Carolina.

29. Defendant Andrew Kraus is an individual with the address 100 State Street, Suite 10, Boston, Massachusetts 02109. Upon information and belief, Andrew Kraus is not a citizen of the State of North Carolina.

30. Defendant Jeff Corwin is an individual with the address 35 Crooked Hill Road, Suite 202, Commack, New York 11725. Upon information and belief, Jeff Corwin is not a citizen of the State of North Carolina.

31. Defendant, Carlton P. Cabot is an individual with the address 55 Fifth Avenue, 13th Floor, New York, New York 10003. Upon information and belief, Carlton P. Cabot is not a citizen of the State of North Carolina.

32. Defendant Cabot Ashtabula 1 LLC (“Cabot 1”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 1 are citizens of the State of North Carolina.

33. Defendant Cabot Ashtabula 2 LLC (“Cabot 2”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 2 are citizens of the State of North Carolina.

34. Defendant Cabot Ashtabula 3 LLC (“Cabot 3”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 3 are citizens of the State of North Carolina.

35. Defendant Cabot Ashtabula 4 LLC (“Cabot 4”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 4 are citizens of the State of North Carolina.

36. Defendant Cabot Ashtabula 5 LLC (“Cabot 5”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 5 are citizens of the State of North Carolina.

37. Defendant Cabot Ashtabula 6 LLC (“Cabot 6”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 6 are citizens of the State of North Carolina.

38. Defendant Cabot Ashtabula 7 LLC (“Cabot 7”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 7 are citizens of the State of North Carolina.

39. Defendant Cabot Ashtabula 8 LLC (“Cabot 8”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth

Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 8 are citizens of the State of North Carolina.

40. Defendant Cabot Ashtabula 9 LLC (“Cabot 9”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 9 are citizens of the State of North Carolina.

41. Defendant Cabot Ashtabula 10 LLC (“Cabot 10”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 10 are citizens of the State of North Carolina.

42. Defendant Cabot Ashtabula 11 LLC (“Cabot 11”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 11 are citizens of the State of North Carolina.

43. Defendant Cabot Ashtabula 12 LLC (“Cabot 12”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 12 are citizens of the State of North Carolina.

44. Defendant Cabot Ashtabula 13 LLC (“Cabot 13”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 13 are citizens of the State of North Carolina.

45. Defendant Cabot Ashtabula 14 LLC (“Cabot 14”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 14 are citizens of the State of North Carolina.

46. Defendant Cabot Ashtabula 15 LLC (“Cabot 15”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 15 are citizens of the State of North Carolina.

47. Defendant Cabot Ashtabula 16 LLC (“Cabot 16”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 16 are citizens of the State of North Carolina.

48. Defendant Cabot Ashtabula 17 LLC (“Cabot 17”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 17 are citizens of the State of North Carolina.

49. Defendant Cabot Ashtabula 18 LLC (“Cabot 18”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 18 are citizens of the State of North Carolina.

50. Defendant Cabot Ashtabula 19 LLC (“Cabot 19”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth

Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 19 are citizens of the State of North Carolina.

51. Defendant Cabot Ashtabula 20 LLC (“Cabot 20”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 20 are citizens of the State of North Carolina.

52. Defendant Cabot Ashtabula 21 LLC (“Cabot 21”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 21 are citizens of the State of North Carolina.

53. Defendant Cabot Ashtabula 22 LLC (“Cabot 22”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 22 are citizens of the State of North Carolina.

54. Defendant Cabot Ashtabula 23 LLC (“Cabot 23”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 23 are citizens of the State of North Carolina.

55. Defendant Cabot Ashtabula 24 LLC (“Cabot 24”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 24 are citizens of the State of North Carolina.

56. Defendant Cabot Ashtabula 25 LLC (“Cabot 25”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 25 are citizens of the State of North Carolina.

57. Defendant Cabot Ashtabula 26 LLC (“Cabot 26”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 26 are citizens of the State of North Carolina.

58. Defendant Cabot Ashtabula 27 LLC (“Cabot 27”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 27 are citizens of the State of North Carolina.

59. Defendant Cabot Ashtabula 28 LLC (“Cabot 28”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 28 are citizens of the State of North Carolina.

60. Defendant Cabot Ashtabula 29 LLC (“Cabot 29”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 29 are citizens of the State of North Carolina.

61. Defendant Cabot Ashtabula 30 LLC (“Cabot 30” and together with Cabot 1, Cabot 2, Cabot 3, Cabot 4, Cabot 5, Cabot 6, Cabot 7, Cabot 8, Cabot 9, Cabot 10, Cabot 11, Cabot 12, Cabot 13, Cabot 14, Cabot 15, Cabot 16, Cabot 17, Cabot 18, Cabot 19, Cabot 20,

Cabot 21, Cabot 22, Cabot 23, Cabot 24, Cabot 25, Cabot 26, Cabot 27, Cabot 28 and Cabot 29, the “Borrowers”) are a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Cabot 30 are citizens of the State of North Carolina.

62. Defendant Cabot Ashtabula Leaseco LLC (“Leaseco” or “Master Tenant”) is a Delaware limited liability company with its principal place of business at c/o Cabot Investment Properties, LLC, 55 Fifth Avenue, New York, New York 10003. Upon information and belief, none of the members of Leaseco are citizens of the State of North Carolina.

63. Jurisdiction exists in this Court pursuant to 28 U.S.C. § 1332 as there exists complete diversity between the parties and the amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.

The Loan

64. On or about August 24, 2007, Original Lender made a loan to Borrowers in the original principal amount of \$40,300,000.00 (the “Loan”) pursuant to the terms and conditions of that certain Promissory Note (the “Note”) of even date therewith. A true and correct copy of the Note is attached hereto and made a part hereof as Exhibit “A”.

65. To secure payment of the sums due under the Note, Borrowers and Master Tenant executed to Original Lender that certain Open-End Mortgage And Security Agreement (the “Mortgage”) dated as of August 24, 2007 and recorded on August 31, 2007 in the Recorder’s Office of Ashtabula County, Ohio (the “Recorder’s Office”) as Instrument No. 200700012101 in Book 416, Page 2059, et seq. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit “B”.

66. The Note is further secured by that certain Assignment Of Leases And Rents (the “Lease Assignment”) dated as of August 24, 2007 given by Borrowers and Master Tenant to Original Lender and recorded on August 31, 2007 in the Recorder’s Office as Instrument No. 200700012102 in Book 416, Page 2184, et seq. A true and correct copy of the UCC-1s is attached hereto and made a part hereof as Exhibit “C”.

67. To further secure payment of the sums due under the Note, Borrowers provided Original Lender with a security interest in, *inter alia*, the buildings, structures, furniture, fixtures and things on the mortgaged premises (the “Mortgaged Premises”), together with other items and things more fully identified in certain UCC-1 Financing Statements (the “UCC-1s”), recorded in the Recorder’s Office on August 31, 2007 as Instrument No. 200700012103 in Book 416, Page 2197 et seq. and filed with the Delaware Secretary of State.

68. Effective November 8, 2007, the Mortgage and Lease Assignment were assigned to Plaintiff herein pursuant to that certain Assignment Of Loan Documents and Mortgage (Open-End Mortgage And Security Agreement) (the “Mortgage Assignment”), recorded on July 7, 2008 with the Recorder’s Office as Instrument No. 200800007735 in Book 437, Page 810, et seq. and that certain Assignment of Assignment of Leases and Rents (the “Assignment of Lease Assignment”), recorded on July 7, 2008 with the Recorder’s Office as Instrument No. 200800007736 in Book 437, Page 815, et seq. True and correct copies of the Mortgage Assignment and Assignment of Lease Assignment are attached hereto and made a part hereof as Exhibits “D” and “E”, respectively.

69. The UCC-1s were assigned to Plaintiff herein pursuant to those certain UCC-3 Financing Statement Amendments (the “UCC-3s”) recorded on July 7, 2008 with the Recorder’s

Office as Instrument No. 200800007729 in Book 437, Page 803, et seq. and filed with the Delaware Secretary of State.

70. The Note, Mortgage, Lease Assignment, UCC-1s, Mortgage Assignment, Assignment of Lease Assignment and UCC-3s, together with any and all other documents evidencing and securing the Loan are hereinafter collectively referred to as the “Loan Documents”.

71. Borrowers are the record owners of the Mortgaged Premises.

Borrowers’ Default under the Note and Mortgage

72. Borrowers defaulted on their obligations by failing to make payments when due of amounts payable under the Loan Documents.

73. Accordingly, Plaintiff has declared the Loan in default in accordance with the terms of the Note and the Mortgage and has accelerated the sums due under the Loan Documents (collectively, the “Indebtedness”).

74. On June 21, 2011, Plaintiff instituted mortgage foreclosure proceedings against Borrowers by filing a Complaint in Mortgage Foreclosure (the “Foreclosure Complaint”) in the United States District Court for the Northern District of Ohio (the “District Court”), docketed at No. 1:11-cv-01277 (the “Foreclosure Action”).

75. As is more fully set forth in the Foreclosure Complaint, the amount due and owing under the note and mortgage is \$51,267,777.51 as of June 15, 2011 with continuing interest thereon from and after June 15, 2011 until the date of sale of the Mortgaged Premises at the regular rate of \$7,152.4744 and at the default rate of \$5,587.8706, together with additional attorneys’ fees and costs and additional amounts advanced by Plaintiff through the date of sale of

the Mortgaged Premises.

Borrowers' Failure to Remit Net Cash Flow/Guarantors' Default under the Guaranty

76. Section 2.7 of the Mortgage provides that: "Borrower and Master Tenant hereby absolutely and presently assign to Lender all existing and future Rents and Profits...Until the occurrence of an Event of Default under this Mortgage or under any other of the Loan Documents, Borrower and Master Tenant shall have a license to collect, receive, use and enjoy the Rents and Profits...Upon the occurrence of an Event of Default, Borrower's and Master Tenant's License shall automatically terminate without notice to Borrower or Master Tenant and [Plaintiff] may thereafter, without taking possession of the Property, collect the Rents and Profits itself or by an agent or receiver. From and after the termination of such license, Borrower and Master Tenant shall be the agent of [Plaintiff] in collection of the Rents and Profits, and all of the Rents and Profits so collected by Borrower or Master Tenant shall be held in trust by such party for the sole and exclusive benefit of [Plaintiff], and such party shall, within one (1) business day after receipt of any Rents and Profits, pay the same to [Plaintiff]...." Paragraph 2 of the Lease Assignment contains similar language.

77. Despite the clear language of the Mortgage and the Lease Assignment, Borrowers have failed to turn over the net cash flow (the "Net Cash Flow") from the Mortgaged Premises after the Default.

78. Pursuant to terms of the Guaranties, Guarantors assumed liability for, guaranteed payment to Plaintiff of, and agreed to pay Plaintiff all losses incurred by Plaintiff as a result of Borrowers' failure to turn over the Net Cash Flow from the Mortgaged Premises.

79. The Guaranties further provide that Guarantors shall be liable for Borrowers' failure to turn over the Net Cash Flow from the Mortgaged Premises. Specifically, Section 1(e)

of the Indemnity and Guaranty agreements provide that “[Guarantor hereby assumes liability for] Rents, issues, profits and revenues of all or any portion of the Property received or applicable to a period after the occurrence of an Event of Default under the Loan Documents...which are misappropriated by Borrower or Master Tenant and not either applied to the ordinary and necessary expenses of owning and operating the Property or paid to [Plaintiff] pursuant to the Loan Documents...” Section 1(l) of the Indemnity and Guaranty agreements make clear Lender can file a claim for immediate payment of Net Cash Flow prior to the filing or resolution of any foreclosure action: “This is a guaranty of payment and performance and not of collection. The liability of [Guarantor] under this Agreement shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower at the time enforcement is sought, or any other person (including, without limitation, other guarantors, if any), nor against the collateral for the Loan.”

80. Borrowers and Guarantors failed to remit Net Cash Flow from the Mortgaged Premises after the Default in an amount which upon information and belief exceeds \$1,600,000.00.

Count 1 - Breach of Contract

81. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-80, above as fully as though the same were set forth herein at length.

82. Cabot 1 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

83. Cabot 2 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

84. Cabot 3 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

85. Cabot 4 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

86. Cabot 5 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

87. Cabot 6 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

88. Cabot 7 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

89. Cabot 8 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

90. Cabot 9 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

91. Cabot 10 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

92. Cabot 11 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

93. Cabot 12 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

94. Cabot 13 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

95. Cabot 14 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

96. Cabot 15 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

97. Cabot 16 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

98. Cabot 17 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

99. Cabot 18 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

100. Cabot 19 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

101. Cabot 20 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

102. Cabot 21 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

103. Cabot 22 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

104. Cabot 23 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

105. Cabot 24 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

106. Cabot 25 is a party herein because it is an obligor and mortgagor under the Loan Documents and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

107. Cabot 26 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

108. Cabot 27 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

109. Cabot 28 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

110. Cabot 29 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

111. Cabot 30 is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

112. Leaseco is a party herein because it is an obligor and mortgagor under the Loan Documents, and is obligated under the Loan Documents to provide Net Cash Flow to Plaintiff in event of default.

WHEREFORE, Plaintiff Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-IQ16, hereby demands judgment in its favor and against the following Defendants, jointly and severally: Cabot Ashtabula 1 LLC, Cabot Ashtabula 2 LLC, Cabot Ashtabula 3 LLC, Cabot Ashtabula 4 LLC, Cabot Ashtabula 5 LLC, Cabot Ashtabula 6 LLC, Cabot Ashtabula 7 LLC, Cabot Ashtabula 8 LLC, Cabot Ashtabula 9 LLC, Cabot Ashtabula 10 LLC, Cabot Ashtabula 11 LLC, Cabot Ashtabula 12 LLC, Cabot Ashtabula 13 LLC, Cabot Ashtabula 14 LLC, Cabot Ashtabula 15 LLC, Cabot Ashtabula 16 LLC, Cabot Ashtabula 17 LLC, Cabot Ashtabula 18 LLC, Cabot Ashtabula 19 LLC, Cabot Ashtabula 20 LLC, Cabot Ashtabula 21 LLC, Cabot Ashtabula 22 LLC, Cabot Ashtabula 23 LLC, Cabot Ashtabula 24 LLC, Cabot Ashtabula 25 LLC, Cabot Ashtabula 26 LLC, Cabot Ashtabula 27 LLC, Cabot Ashtabula 28 LLC, Cabot Ashtabula 29 LLC, Cabot Ashtabula 30 LLC and Cabot Ashtabula Leaseco LLC as follows:

A. Ordering an accounting for any and all revenues and receipts from or related to the Mortgaged Premises from any source whatsoever from the Date of Default, setting forth and establishing any and all income related to the Mortgaged Premises from any and all sources

(“Property Income”), together with any and all expenditures related to the Mortgaged Premises from any and all sources, in order to determine Net Cash Flow; and

B. Ordering that Defendants are jointly and severally liable to Plaintiff for immediate payment of Net Cash Flow and that Defendants are and will be liable to Plaintiff for all Net Cash Flow from the Mortgaged Premises during the pendency of the Foreclosure Action, together with all attorneys’ fees and costs associated with this action; and

C. Ordering such other relief as this Honorable Court shall deem appropriate.

Count 2 - Action on Indemnity and Guaranty Agreement

113. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-112, above as fully as though the same were set forth herein at length.

114. Richard Leo Bizal is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

115. Lorraine Lorber Bizal is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

116. Dorcas Chin is party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

117. Sherrill Beth Adem is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

118. John Adem is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

119. Graziella V. Almanza is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

120. Gary Robert Baker is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

121. Judith R. Barringer is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

122. Rachel L. Chin is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

123. Kathryn L. Dydo is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

124. Richard Elrauch is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

125. Gary A. Fourer is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

126. Barbara Haberman is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

127. Stanley E. Haberman is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

128. Cheuk S. Kwan is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

129. Margaret C. Lange is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

130. Nelson N. Lee is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

131. Gary T. Malloy is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

132. Laurie Ann Manneta-Peugh is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

133. Jeffrey Allen McHone is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

134. John Thomas Perkins is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

135. Sherman Edwin Peugh is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

136. Eileen Roberta Smith is a party herein because she is a guarantor under an Indemnity and Guaranty Agreement.

137. Stephen E. Souza is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

138. Thomas D. Uzelac is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

139. Raymond O. Vincenti is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

140. Andrew Kraus is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

141. Jeff Corwin is a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

142. Carlton P. Cabot a party herein because he is a guarantor under an Indemnity and Guaranty Agreement.

143. WHEREFORE, Plaintiff Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-IQ16, hereby demands judgment in its favor and against the following Defendants, jointly and severally: Richard Leo Bizal, Lorraine Lorber Bizal, Dorcas Chin, Sherrill Beth Adem, John Adem, Graziella V. Almanza, Gary Robert Baker, Judith R. Barringer, Rachel L. Chin, Kathryn L. Dydo, Richard Elrach, Gary A. Fourer, Barbara Haberman, Stanley E. Haberman, Cheuk S. Kwan, Margaret C. Lange, Nelson N. Lee, Gary T. Malloy, Laurie Ann Manneta-Peugh, Jeffrey Allen McHone, John Thomas Perkins, Sherman Edwin Peugh, Eileen Roberta Smith, Stephen E. Souza, Thomas D. Uzelac, Raymond O. Vincenti, Andrew Kraus, Jeff Corwin, Carlton P. Cabot as follows:

A. Ordering an accounting for any and all revenues and receipts from or related to the Mortgaged Premises from any source whatsoever from the Date of Default, setting forth and establishing any and all income related to the Mortgaged Premises from any and all sources ("Property Income"), together with any and all expenditures related to the Mortgaged Premises from any and all sources, in order to determine Net Cash Flow; and

B. Ordering that Defendants are jointly and severally liable to Plaintiff for immediate payment of Net Cash Flow and that Defendants are and will be liable to Plaintiff for all Net Cash Flow from the Mortgaged Premises during the pendency of the Foreclosure Action, together with all attorneys' fees and costs associated with this action; and

C. Ordering such other relief as this Honorable Court shall deem appropriate.

/s/ David A. Damico

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